

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-17-70092
HUD# 07-17-6029-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

WCKLC-TIMBERLINE POINTE, LC

5000 Westown Parkway, Suite 400
West Des Moines, Iowa 50266-5921

KNAPP CUSTOM HOMES, LLC

3424 EP True Parkway
West Des Moines, Iowa 50265-7680

ALLER DESIGN GROUP, LLC

1840 NW 118th Street, Suite 220
Clive, Iowa 50325-8275

COMPLAINANT

ANGELA JACKSON, COMMISSIONER

Iowa Civil Rights Commission
400 East 14th Street, Room 201
Des Moines, Iowa 50319-0201

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street, Room 201
Des Moines, Iowa 50319-0201

Complainant's Allegations:

Complainant is a member of the Iowa Civil Rights Commission (ICRC). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents designed and constructed covered multifamily dwellings in violation of the design and construction accessibility requirements of the Iowa Civil Rights Act (ICRA) and the federal Fair Housing Act (FHA). Complainant alleged Respondents violated the "accessible and usable public and common use areas," and the "accessible route into and through the covered unit."¹

¹ See Iowa Code §§216.8A(3)(c)(3)(a) [Requirement 2 – Accessible and Usable Public and Common Use Areas]; and 216.8A(3)(c)(3)(c)(i) [Requirement 4 – Accessible Route into and Through The Covered Unit].

Complainant specifically alleged, in Unit 101, 14120 Sunflower Court, Timberline Pointe Condos[“Timberline Pointe”], two features in the common areas and three features within one of the covered ground-floor units appeared inaccessible to a person utilizing a wheelchair for mobility – (1) none of the three parking spaces designated as reserved for persons with disabilities had the required “Van Accessible” signage; (2) the heights of the midlines of the keyholes of four mailboxes were measured because they are most likely assigned to ground-floor units, as based on the frequently used sequential method of assigning mailboxes to units – with Mailboxes 1 and 9 being measured at 58 inches and Mailboxes 2 and 10 at 54 ³/₄ inches – all of which are higher than the 54-inch maximum allowed for a parallel approach by persons using a wheelchair; (3) the clear opening width of the doorway to hallway bathroom in Unit 101 was measured at 30 ¹/₂ inches, which is less than the 31 ⁵/₈-inch minimum required for interior doorways; and (4) the change in level from the unit’s interior finished floor surface to the top of the threshold at the sliding-glass doorway was measured at 2 inches, which exceeds the maximum allowable threshold of ¹/₄-inch without 1:2 beveling, which appeared to the tester to be lacking.

Description of the Subject Property

Subject Property

Timberline Pointe consists of three residential buildings. All three buildings were built in 2016 and are located at 14110, 14120, and 14130 Sunflower Court.² All of the residential buildings and common areas will be required to meet the same accessibility requirements of the ICRA and FHA. Each of the buildings was issued a Certificate of Occupancy on October 18, 2016, signed by Kuhn.

The scope of the current agreement includes the ground-floor dwelling units in all three residential buildings and the public and common use areas, including the dumpsters and the mailbox kiosks located between the dwelling-unit buildings and 141st Street. Respondents stated all three residential buildings were designed and built the same.

The construction of the ground-floor units within the three residential-unit buildings was based on three different designs.³ The following table lists the units inspected by floor-plan type, unit number, and ANSI type. The ANSI Type-A unit is a unit designed and built to be more accessible; it exceeds the requirements of the ICRA and FHA. The ANSI Type-B units are less accessible, but meet the requirements of the ICRA and FHA. Finally, the table also lists the total number of ground-floor units of each floor-plan type per building and the total for all three buildings.

² <http://web.assess.co.polk.ia.us/cgi-bin/web/tt/infoqry.cgi?tt=card/card&dp=31203201902001&> (Last visited on Jan. 17, 2017).

³ See Appendix B for floor plans in the inspected building.

FLOOR PLAN TYPE AND INSPECTED UNIT NUMBERS	ANSI TYPE	TOTAL GROUND - FLOOR UNITS PER FLOOR-PLAN TYPE PER BUILDING	TOTAL GROUND-FLOOR UNITS PER FLOOR-PLAN TYPE IN ALL THREE BUILDINGS
A [2BR/2BA] [INSPECTED UNIT (TEST UNIT) – BUILDING 14120 UNIT # 101]	B	1	3
A (HC) [2BR/2BA] [INSPECTED UNIT – BUILDING 14130 UNIT # 104]	A	1	3
B [2BR/2BA] [INSPECTED UNIT – BUILDING 14110 UNIT # 103]	B	2	6
	TOTAL UNITS	3	12

Respondents' Defenses

When asked in the questionnaire what was true or false about the allegations, Respondents answered:

The Respondents state that, as answered above, they have no reason to deny any of the allegations in CP# 02-17-70092 and believe all allegations to be true, with only minor discrepancies related to potential mismeasurement of certain items.

Report of Preliminary Findings:

ICRC Investigators inspected three units at Timberline Pointe, as well as the public and common use areas in and surrounding the complex. After conducting an onsite inspection of Unit 103 in Building 14110; Unit 101 in Building 14120; and Unit 104 in Building 14130; and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) The public parking area for Timberline Pointe is located to the north of all three buildings.⁴ The parking areas has a parking space adjacent to the main entrance of each building that has signs designating it as reserved for use by persons with disabilities. Although one parking space and access aisle was observed at each building – which meets the above-quoted required ADA dimensions for Van-Accessible parking spaces and access aisles – none of the parking spaces had the required signage designating each as “Van-Accessible.”⁵ Given the relatively small size of the parking area, only one Van-Accessible signage would be required in front of Building 14120, which is in between the two other buildings.
- 2) The ICRC investigators took 4 slope measurements at Timberline Pointe at the sidewalk section in front of each dwelling-unit building, and at the area in front of the waste dumpster. These paths need to be

⁴ See Appendix B.

⁵ See Appendix A, Photo 1C.

accessible routes because they are the only routes from the accessible parking spaces to the dwelling-unit buildings and from the dwelling-unit buildings to the dumpster.

AREA	RS = RUNNING SLOPE
North of Building 14110 ⁶	RS = 12.5%
North of Building 14120 ⁷	RS = 8.9%
North of Building 14130 ⁸	RS = 6.3%
South of Waste Dumpster ⁹	RS = 8.1%

The above-reported slopes at the inspected sections of the sidewalk path exceed the 5%-maximum running slope established by the Manual, ANSI 1986, and 2010 ADAAG, rendering these paths inaccessible to persons who utilize wheelchairs for mobility.

3) The sidewalk section immediately adjacent to the front of Building 14110 includes a change in level with a height 20/32-inch.¹⁰ The measured height exceeds the 1/4-inch maximum height allowed by ANSI with no beveling, making this section of the sidewalk inaccessible to persons with mobility impairments.

4) Although the unit number that specifically corresponds to each mailbox was not known by Respondents during the inspection, mailboxes are most commonly assigned to units sequentially and vertically by column, as observed in the properties tested and inspected by ICRC since 2010. Based on this anecdotal data, the following mailbox assignments indicated in the tables below is most likely to be the one actually employed.

KIOSK #1

MAILBOX – BUILDING – UNIT	MAILBOX – BUILDING – UNIT
1 – 14110 – 101 [GROUND FLOOR]	9 – 14120 – 101 [GROUND FLOOR]
2 – 14110 – 102 [GROUND FLOOR]	10 – 14120 – 102 [GROUND FLOOR]
3 – 14110 – 103 [GROUND FLOOR]	11 – 14120 – 103 [GROUND FLOOR]
4 – 14110 – 104 [GROUND FLOOR]	12 – 14120 – 104 [GROUND FLOOR]
5 – 14110 – 201	
6 – 14110 – 202	
7 – 14110 – 203	
8 – 14110 – 204	

⁶ See Appendix A, Photos 2A and 2B.

⁷ See Appendix A, Photos 2C and 2D.

⁸ See Appendix A, Photo 2E and 2F.

⁹ See Appendix A, Photo 2G.

¹⁰ See Appendix A, Figures 3A, 3B, and 3C.

KIOSK #2

MAILBOX – BUILDING – UNIT	MAILBOX – BUILDING – UNIT
1 – 14120 – 201	9 – 14130 – 201
2 – 14120 – 202	10 – 14130 – 202
3 – 14120 – 203	11 – 14130 – 203
4 – 14120 – 204	12 – 14130 – 204
5 – 14130 – 101 [GROUND FLOOR]	
6 – 14130 – 102 [GROUND FLOOR]	
7 – 14130 – 103 [GROUND FLOOR]	
8 – 14130 – 104 [GROUND FLOOR]	

As indicated in the tables above, it is likely that at least four ground-floor units have mailboxes assigned within the top two rows of mailboxes of Kiosk #1. The height to the midline of the keyholes at the top two rows of mailboxes Kiosk #1 (Mailboxes 1 and 9) measured at 58” and (Mailboxes 2 and 10) at 54 ½”, which exceed the 54”-maximum allowed for a parallel approach by a person using a mobility assistive device such as a wheelchair.¹¹

5) No detectable barrier was observed in the sidewalk section under the stairs located at each of the three buildings.¹² Persons with a visual impairment would be at risk of inadvertently wandering onto this overhead hazard, and possibly sustaining physical injury.

6) ICRC investigators took measurements of the clear opening width at the interior doors within all inspected units. The doorway to the hallway bathroom in the ANSI Type-B units were measured at less than the 31 ⅝-inch minimum allowed – Unit 103 in Building 14110 at 31 ¼ inches and Unit 101 in Building 14120 at 30 ⅞ inches.¹³

The plans submitted by Respondents included instructions for the installation of the interior doorways. The plans read:

Accessible First Floor Apartment Buildings/Units

1. Doors into & within first floor dwelling units shall provide for a clear opening of 32" wide. Corridors & passageways shall have a minimum clear width of 36", minimum clear head room of 80".¹⁴

The interior doorways in the inspected dwelling units would have been compliant with the 31 ⅝-inch minimum clear opening width requirement if installed according to the plans. But, as built, they are too narrow, rendering them unusable by persons using wheelchairs.¹⁵

7) The interior threshold heights at the sliding glass doorways in the residential units at all inspected units at no less than 1 15/32, which exceeds the ¼-inch maximum allowed for thresholds without beveling.¹⁶ These thresholds are too high, rendering them unusable by persons using wheelchairs.

¹¹ See Appendix A, Photo 4A.

¹² See Appendix A, Photo 5A.

¹³ See Appendix A, Photo 6A.

¹⁴ See Appendix B, page 4.

¹⁵ See Appendix A, Photo 6A.

¹⁶ See Appendix A, Photo 7A.

8) According to the reach requirements in ANSI 1986, the maximum high reach for a parallel approach without obstructions is 54 inches. The height of the bathroom towel bars in the ANSI Type-B units [Unit 103 in Building 14110 and Unit 101 in Building 14120] was measured at 60 inches, which exceeds the 54-inch maximum height allowed and renders these towel bars unusable by persons using wheelchairs.¹⁷

Respondents' Response to Report of Preliminary Findings:

Respondents submitted the following responses to the reported deficiencies:

- 1) Respondents will install a "Van Accessible" sign below the existing signage designating the space as reserved for persons with disabilities that is adjacent to Building 14120.
- 2) Respondents will replace the sidewalk paths north of Buildings 14110 and 14120 with slope-compliant sidewalks that meet the maximum running slope of 5% and maximum cross slope of 2%. Respondents will complete either retrofit such as to prevent a change in level of greater than 1/4-inch with the adjoining sidewalks. Respondents will install ADA-compliant handrails at the west and east edges of the sidewalk path adjacent to Building 14130.

Additionally, Respondents will either install a waste container in the common hallway adjacent to the ground-floor units at each building, so the running slope of the path from the ground-floor units to the waste containers will be no greater than 5% and the cross slope no more than 2%; or install an ADA-compliant handrail adjacent to the existing waste container enclosure along the west and east sides of a 10-foot path adjacent to the south of the enclosure, and in a manner to allow the opening of the gates to the enclosure.

- 3) ICRC acknowledges that the excessive change in level at sidewalk path to Building 14110 will be also corrected at the same time Respondents complete the retrofit to correct the excessive sidewalk running slope that is described in previous paragraph 2) above.
- 4) Respondents will coordinate with the United States Postal Services Postmaster in Urbandale, Iowa, to relabel the mailbox compartments such that the midlines of the keyholes assigned to the ground-floor units will be at a height of no greater than the 54-inch maximum height that is allowed because there is sufficient clearance for tenants who use a wheelchair to make a parallel approach – with this retrofit being completed within 120 days of the date of the Closing Letter from ICRC.
- 5) Respondents will install a detectable barrier that meets the dimensional requirements of ADAAG at the sidewalk section underneath the stairs at each of the three buildings, such that persons with visual impairments are not at risk of inadvertently wandering onto the overhead hazard.
- 6) Respondents will retrofit the interior doorways in the ANSI Type-B ground-floor units to widen the clear opening width of the doorway to no less than the 31 5/8-inch minimum required.
- 7) Respondents will install accessible ramps – which comply with the 5%-maximum running slope and 2%-maximum cross slope – at the interior thresholds of the sliding glass doorways of all ground-floor units.

¹⁷ See Appendix A, Photo 8A.

- 8) Respondents will reinstall the towel bars in the bathrooms of all ANSI Type-B ground-floor units such that the height will be no greater than 54 inches above the finished floor.

Assessment of Deficiencies:

Respondents stated all units were built in accordance with the scoping requirements of the 2012 International Building Code [IBC 2012], which incorporates the standards of the 2009 American National Standards [ANSI 2009] for guidance on the technical requirements [i.e., the dimension requirements]. Neither the IBC 2012 nor the ANSI 2009 is one of the safe harbors accepted by HUD.¹⁸ Therefore, the Manual and the Guidelines, which incorporate ANSI 1986 for some of the technical requirements, must be used to assess and determine compliance with the ICRA and FHA, not IBC 2012 or ANSI 2009.

The public areas must meet the requirements of the ADA in addition to those of the FHA, as people other than residents or residents' visitors will visit or frequent those areas. The common use areas, however, such as the dumpsters and the mailbox kiosks, are governed by the FHA since they are only for use by the residents of Timberline Pointe and their guests. The ADA will only be referenced in the current report for the public areas, which include exterior parking spaces, sidewalks, and hallways.¹⁹ Finally, the requirements of the ADA will be presented as stated in the "2010 American with Disabilities Act Standards: 2004 ADAAG for Titles II and III Facilities" (ADAAG). *See* 42 U.S.C. 12204, Part 1191, Appendix A, and 42 U.S.C 12186(b); 28 CFR Part 36, Appendix B.

Following is the assessment of Respondents' proposed retrofits and determination, based on the scoping and technical requirements of the 2010 ADAAG and the Manual:

- 1) ICRC concurs with Respondents' proposal to install a "Van Accessible" sign below the existing signage designating the space as reserved for persons with disabilities that is adjacent to Building 14120.
- 2) ICRC concurs with Respondents' proposal to (i) replace the sidewalk paths north of Buildings 14110 and 14120 with slope-compliant sidewalks that meet the maximum running slope of 5% and a maximum cross slope of 2%; and such as to prevent a change in level of greater than 1/4-inch with the adjoining sidewalks; and to (ii) install ADA-compliant handrails at the west and east edges of the sidewalk path adjacent to Building 14130.

Additionally, ICRC concurs with Respondents' proposal to either install a waste container in the common hallway adjacent to the ground-floor units at each building, so the running slope of the path from the ground-floor units to the waste containers will be no greater than 5% and the cross slope is no more than 2%; or install an ADA-compliant handrail adjacent to the existing waste container enclosure along the west and east sides of a 10-foot path adjacent to the south of the enclosure, and in a manner to allow the opening of the gates to the enclosure.

- 3) As previously mentioned, ICRC acknowledges the retrofit at the sidewalk path to each building will correct the greater than 1/4-inch maximum vertical change in level to Building 14110.

¹⁸ <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on March 28, 2014).

¹⁹ The ADAAG defines "Public Use" as "[I]nterior or exterior rooms or spaces that are made available to the general public. Public use may be provided at a building or facility that is privately or publicly owned." *See* "Definitions" on page 47 of ADAAG available online at http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards_prt.pdf. Therefore, since the hallways and parking spaces are available for use by prospective residents, who are part of the general public, these areas are deemed to be "Public Use."

- 4) ICRC concurs with Respondents' proposal to coordinate with the United States Postal Service Postmaster in Urbandale, Iowa, to relabel the mailbox compartments such that the midlines of the keyholes assigned to the ground-floor units will be at a height of no greater than the 54-inch maximum height that is allowed because there is sufficient clearance for tenants who use a wheelchair to make a parallel approach – with the retrofit being completed within 120 days of the date of the Closing Letter from ICRC.
- 5) ICRC concurs with Respondents' proposal to install a detectable barrier that meets the dimensional requirements of ADAAG at the sidewalk section underneath the stairs at each of the three buildings, such that persons with visual impairments are not at risk of inadvertently wandering onto the overhead hazard.
- 6) ICRC concurs with Respondents' proposal to retrofit the interior doorways in the ANSI Type-B ground-floor units to widen the clear opening width of the doorway to no less than the 31 5/8-inch minimum required.
- 7) ICRC concurs with Respondents' proposal to install accessible ramps – which comply with the 5%-maximum running slope and 2%-maximum cross slope – at the interior thresholds of the sliding glass doorways of all ground-floor.
- 8) ICRC concurs with Respondents' proposal to reinstall the towel bars in the bathrooms of all ANSI Type-B ground-floor units, such that the height will be no greater than 54 inches above the finished floor.

Predetermination Settlement Agreement

A complaint having been filed by Complainant against Respondents with ICRC under Iowa Code Chapter 216 and there having been a preliminary inquiry, including an on-site inspection of the subject property, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

- 1) Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).
- 2) Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).
- 3) Respondents acknowledge the ICRA makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).
- 4) Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing

accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).

5) Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).

6) Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

7) Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in buildings with no elevator or all units in buildings with an elevator, and consisting of four or more dwelling units built for first occupancy after January 1, 1992 – must build those dwellings in compliance with specific design and construction accessibility requirements, in accordance with the FHA and ICRA. Iowa Code §216. 8A(3)(c)(3); 42 U.S.C. §3604(f)(3)(C).

HUD has described these accessibility requirements via regulation and in several publications, including the “Final Fair Housing Accessibility Guidelines.” 24 C.F.R. Part 100.200 et seq.; 56 Fed. Reg. 9,472. In the “Guidelines,” HUD presented the seven specific requirements as:

Requirement 1 – Accessible building entrance on an accessible route.

Requirement 2 – Accessible and usable public and common areas.

Requirement 3 – Usable doors.

Requirement 4 – Accessible route into and through the covered dwelling unit.

Requirement 5 – Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.

Requirement 6 – Reinforced walls for grab bars.

Requirement 7 – Usable kitchens and bathrooms.

Voluntary and Full Settlement

8) The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

9) The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

10) The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

11) Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

12) Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

13) Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with ICRC, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing / Accessible Design and Construction Training

14) Respondents agree Bill Knapp II, Bill Knapp III, and Jim Aller, will:

(a) Receive training on the accessible design and construction requirements of State and Federal Fair Housing Laws within 180 days of their receipt of a Closing Letter from the Commission. The training will address the Fair Housing accessibility requirements that must be met in order to design and build covered dwellings and common use/public areas that are accessible and usable to individuals with mobility and visual impairments.

The training shall be conducted by a qualified person approved by ICRC or the U.S. Department of Housing and Urban Development. Additionally, participation at one of the in-person or online training events offered by Fair Housing Accessibility First – information about which is available online at <http://www.fairhousingfirst.org/training/calendar.html> – will fulfill the requirement for this term.

Respondents also agree to send documentation to ICRC, verifying the fair housing / accessible design and construction training has been completed, within ten (10) days of completing the training.

15) Respondents agree Bill Knapp II, Bill Knapp III, and Jim Aller, and current employees of WCKLC-Timberline Pointe, LC, Knapp Custom Homes, L.L.C., and Aller Design Group, L.L.C., who are involved in the design and/or construction of covered multi-family dwelling properties will, within 120 days from the date of the Closing Letter from ICRC:

(a) Review and become familiar with the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act,

(August 1996, Rev. April 1998), which may be obtained online at <http://www.huduser.gov/portal/publications/PDF/FAIRHOUSING/fairfull.pdf>.

- (b) Submit separate signed written statements via email from each of the Respondents' representatives named above in paragraph "(a)", and their current employees or agents who are involved in the design and/or construction of covered multifamily-dwelling properties indicating:
- i. They have reviewed and become familiar with the Fair Housing Act Design Manual.
 - ii. They understand what the Seven Main "Design Requirements of the Guidelines" are by listing them in the written statement.

Required Modifications or Retrofits

- 16) Respondents agree to make the following modifications or retrofits to the subject property:

Accessible and Usable Public and Common Use Areas – Parking Area

- (a) The parties agree that although the parking spaces and access aisles adjacent to Buildings 14110, 14120, and 14130 were observed to meet the 2010 ADAAG dimensions for Van-Accessible parking spaces and access aisles, none of these parking spaces had the required signage designating each as "Van-Accessible."
- (b) Respondents agree they will add "Van Accessible" signage at the space currently designated as reserved for persons with disabilities that is adjacent to Building 14120 such that the bottom edge of the sign is no less than the 60-inch minimum required by 2010 ADAAG.

Accessible and Usable Public and Common Use Areas – Sidewalk Path from the Main Entrance of Buildings 14110, 14120, and 14130 to the Common/Public Use Areas

- (a) The parties agree the running slopes of the sidewalk sections that are part of the path from the main entrance of Buildings 14110 and 14120 to the parking spaces designated as reserved for persons with disabilities, and to the waste-dumpster need to meet maximum slope values established by ANSI and 2010 ADAAG – 2% maximum cross-slope; 8.33% maximum running-slope with ADA-compliant handrails – because they are part of the only and most direct route to the aforementioned common use/public areas, and therefore need to be accessible.
- (b) The parties agree the running slope of the sidewalk section that is part of the path from the main entrance of Building 14130 to the same common/public use areas described in the previous paragraph also need to meet maximum slope values established by ANSI and 2010 ADAAG – 2% maximum cross-slope; 5% maximum running-slope without ADA-compliant handrails – because it is part of the only and most direct route to these common use/public areas, and therefore need to be accessible.
- (c) The parties agree that sections of these paths, as reported on page 4 of the current agreement, have running slopes that are greater than the slope maximums referenced above.
- (d) The parties agree the change in level at the sidewalk joint adjacent to the main entrance of Building 14110 exceeds the 1/4-inch maximum allowed by ANSI and the 2010 ADAAG.

(e) Respondents agree:

(i) They will replace the non-compliant sidewalk sections exceeding maximum 8.33% running-slope requirements at Buildings 14110 and 14120 – referred to on page 4 of the current agreement – such that (i) those sidewalk sections, once replaced, will have a maximum running-slope value of 5% and a maximum cross-slope value of 2%; and (ii) the change in level at the sidewalk joints between the existing sidewalk sections and the sidewalk sections to be replaced does not exceed the ¼-inch maximum height allowed by 2010 ADAAG and ANSI.

(ii) They will install a handrail on each side of the sidewalk section adjacent to the north of Building 14130 – which has a running slope of more than 5% and less than 8.33 – in compliance with the technical requirements specified in Section 505 of the 2010 ADAAG.²⁰

(iii) They will either install handrails on the east and west sides of a 10-foot path extending no less than 10-feet south of the existing waste enclosure, which are in compliance with the technical requirements specified in Section 505 of the 2010 ADAAG, and provide sufficient clearance to allow for the opening of the gates to the enclosure;²¹ or install a 50-gallon waste container in the common hallway area underneath the stairs at each of Buildings 14110, 14120, and 14130.

Accessible and Usable Public and Common Use Areas – Mailboxes

(a) The parties agree that the mailbox keyholes the mailbox compartments assigned to “Unit 101” and “Unit 102” units, as reported on page 4 of the current agreement exceed the 54-inch maximum height allowed by ANSI 1986 – four mailboxes within “Mailbox Kiosk #1.”

(b) Respondents agree they will coordinate with the United States Postal Services (USPS) Postmaster in Urbandale, Iowa to rearrange the mailbox numbers of assigned to “Unit 101” and “Unit 102” units at “Mailbox Kiosk #1” – such that all ground-floor units will have mailbox keyholes with midlines that do not exceed the maximum the 54-inch height – that is allowed because there is sufficient clearance for tenants who use a wheelchair to make a parallel approach – with the retrofit being completed within 120 days of the date of the Closing Letter from ICRC.

Accessible and Usable Public and Common Use Areas – Open Sidewalk Area Underneath Stairs

(a) The parties agree the sidewalk area underneath the stairs providing access between the ground and second floors at Buildings 14110, 14120, and 14130 do not have the detectable barriers required in 2010 ADAAG to prevent persons with a visual impairment from inadvertently wandering onto this overhead hazard, and possibly sustaining physical injury.

(b) Respondents agree they will install detectable barriers – either wood beam or handrails – on the two open sides of the sidewalk area directly underneath the stairs to meet the requirements of Section 4.4.2 of the 2010 ADAAG – which may include a gate that allows for storage of a waste container – to prevent persons with a visual impairment from inadvertently walking into this overhead hazard.

Usable Doors – Clear Opening Width for Secondary Entrance

²⁰ https://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards_prt.pdf (Last visited on June 1, 2017).

²¹ *Id.*

(a) The parties agree the interior doorway to the hallway bathroom in the ANSI Type-B ground-floor units have a clear opening width that is narrower than the 31 $\frac{5}{8}$ -inch minimum required by the Manual.

(b) Respondents agree they will retrofit the interior doorways described in Paragraph “(a)” of the current section to increase the door-opening width to $\geq 31 \frac{5}{8}$ inches.

Usable Doors – Threshold for Secondary Door

(a) The parties agree the height onto the finished floor surface of the interior threshold at the sliding glass doorway of all inspected units exceeds the $\frac{1}{4}$ -inch maximum height allowed for interior thresholds without beveling, as established by the Manual.

(b) Respondents agree they will install a ramp – with a running slope of $\leq 8.33\%$ and a cross slope of $\leq 2\%$ – at the interior side of the threshold to the sliding glass doorways of all ground-floor units as required by the Manual.

(c) If rubber ramps are used, Respondents agree to annually inspect and, if necessary, replace any ramps that have become unsafe or unusable due to deterioration.

Usable Bathrooms – Towel Bars

(a) The parties agree the height of the bathroom towel bars in all of the ANSI Type-B inspected units is 60 inches, which exceeds the 54-inch maximum height – that is allowed by ANSI 1986 because there is sufficient clearance for persons who use a wheelchair to make a parallel approach – for features at dwelling units required to be reachable, and renders these towel bars unusable by persons using wheelchairs.

(b) Respondents agree they will reinstall the towel bars at a height of no greater than 54 inches in the bathrooms of all ground-floor units, as required by ANSI 1986.

Required Timelines for Completion of Modifications or Retrofits

17) Respondents agree that the above-required modification or retrofit to the public and common use area of the subject property – parking area, sidewalks, path to waste dumpster, and mailboxes – within 120 days from the date of the Closing Letter from ICRC.²²

18) Within 60 days from the date of the Closing Letter from ICRC, Respondents agree to *either* complete all required retrofits within the ground-floor units, *or* notify all current tenants occupying ground-floor units, via a letter, about the option to make a reasonable accommodation request because of a disability for any of the above-required modifications or retrofits in their units, at no charge to the tenants.

19) Respondents agree, for any tenant who makes a reasonable modification request that concerns one or more of the above-required modifications or retrofits, they will allow the tenant to make the decision whether the above-required modifications or retrofits are made during their tenancy. Respondents also

²² The “Closing Letter” provides notice to the parties that the case has been closed. Once this agreement is fully executed, the Commission will issue its Closing Letter. It will be mailed to all parties and their representatives. A fully executed copy of the agreement will accompany the Closing Letter.

agree those tenants who make that decision will be allowed to remain in their units while the renovations are being completed, so long as their continued stay is safe and does not unduly disrupt the renovation work. If their continued stay is not safe or unduly interferes with renovation work, Respondents agree to move the affected tenants to another suitable unit on a temporary basis, until the unit is made safe or the renovation work is completed. Respondents agree to pay all costs generated by such move.

20) Respondents also agree to start making the above-required modifications or retrofits to each of the ground-floor units as each of the units becomes vacant, before it is occupied for the first time or sooner if a current tenant makes a request for reasonable accommodation referenced in above paragraph “19”). Respondents agree to make the required modifications or retrofits *either* within 30 days from the date of the Closing Letter from ICRC at the units that are currently unoccupied; *or* no more than 30 days after the units that are currently occupied become unoccupied – before each of the units is rented again – and no later than five years after the date of the Closing Letter from ICRC.

Mandatory Reporting Requirements

21) Respondents agree to notify ICRC (Attn: Emigdio Lopez-Sanders; Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-0201) when they have completed the required modifications or retrofits for each of the units and the public and common use areas. Such notification shall be made within 90 days of completion. These required notifications to ICRC after each unit or common area is modified or retrofitted will continue until all required modifications or retrofits have been completed in all 12 units.

22) Respondents agree to submit a copy of the letter required above in paragraph “18” to ICRC for review and approval within 14 days of receiving a Closing Letter from ICRC, and before sending the letters. ICRC will review and reply to Respondents about the request for approval within three business days of receiving a copy of the advertising and letters.

23) Respondents agree to send a copy to ICRC (Attn: Emigdio Lopez-Sanders; Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-0201) of all written reasonable accommodation requests for the above-required retrofits and modifications.

24) Respondents agree, as the required modifications or retrofits are made to a particular unit, ICRC may then inspect such unit, and then report the results of its inspection, addressing any outstanding deficiencies, in writing and within 30 days of the inspection, to Respondents. If the inspection indicates outstanding deficiencies, Respondents shall correct all such deficiencies within a reasonable period of time as determined by ICRC.

25) The sale or transfer of ownership, in whole or in part, by any owner of the subject property will not affect any obligation to modify or retrofit the subject property as specified in this Agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee’s commitment to be bound by the terms of this agreement to complete all required modifications or retrofits as specified in this Agreement.

WCKLC-Timberline Pointe, LC
RESPONDENT

Date

Knapp Custom Homes, LLC
RESPONDENT

Date

Aller Design Group, LLC
RESPONDENT

Date

Angela Jackson, Commissioner
COMPLAINANT

Date

Kristin H. Johnson, Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date